

DOCUMENT ELECTRONICALLY DOC #: DATE FILED: 8/13/08
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PATRICK KENDALL,

Plaintiff,

-against-

THE CITY OF NEW YORK, COMMISSIONER  
RAYMOND KELLY, POLICE OFFICER  
SALVATORE TUDISCO, POLICE OFFICER SARAH  
MATHERS, JOHN DOE # 1-5,

**STIPULATION AND  
ORDER OF  
SETTLEMENT AND  
DISMISSAL**

07 CV 10296 (HB)

Defendants.  
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**WHEREAS**, plaintiff commenced this action on November 13, 2007, by filing a complaint alleging, *inter alia*, violations of his state law rights and his civil rights pursuant to 42 USC § 1983; and

**WHEREAS**, defendants have denied any and all liability arising out of plaintiff's allegations; and

**WHEREAS**, the parties now desire to resolve the issues raised in this litigation, without further proceedings and without admitting any fault or liability; and

**WHEREAS**, plaintiff has authorized his counsel to settle this matter on the terms set forth below;

**NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED**, by and between the undersigned, as follows:

1. The above-referenced action is hereby dismissed, with prejudice, and without costs, expenses, or fees in excess of the amount specified in paragraph "2" below.

2. Defendant City of New York hereby agrees to pay plaintiff **PATRICK KENDALL** the sum of **FORTY FIVE THOUSAND (\$45,000.00) DOLLARS**, in full satisfaction of all claims, including claims for costs, expenses and attorney's fees. In consideration for the payment of this sum, plaintiff agrees to the dismissal of all the claims against the defendants City of New York, Raymond Kelly, Salvatore Tudisco, and Sarah Mathers, and to release all defendants and all present and former employees and agents of the City of New York from any and all liability, claims, or rights of action that have or could have been alleged by plaintiff in this action arising out of the events alleged in the complaint in this action, including claims for costs, expenses and attorney's fees.

3. Plaintiff shall execute and deliver to defendants' attorney all documents necessary to effect this settlement, including, without limitation a General Release based on the terms of paragraph 2 above and an Affidavit of No Liens.

4. Nothing contained herein shall be deemed to be an admission by the defendants that they have in any manner or way violated plaintiff's rights, or the rights of any other person or entity, as defined in the constitutions, statutes, ordinances, rules or regulations of the United States, the State of New York, or the City of New York or any other rules, regulations or bylaws of any department or subdivision of the City of New York. This stipulation and settlement shall not be admissible in, nor is it related to, any other litigation or settlement negotiations.

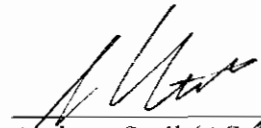
5. Nothing contained herein shall be deemed to constitute a policy or practice of the City of New York or any agency thereof.

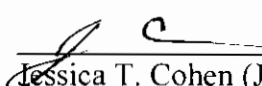
6. This Stipulation and Order contains all the terms and conditions agreed upon by the parties hereto, and no oral agreement entered into at any time nor any written agreement entered into prior to the execution of this Stipulation and Order regarding the subject matter of the instant proceeding shall be deemed to exist, or to bind the parties hereto, or to vary the terms and conditions contained herein.

Dated: New York, New York  
July 23, 2008

Andrew Stoll, Esq.  
Stoll, Glickman & Bellina  
Attorneys for Plaintiff  
71 Nevins Street  
Brooklyn, New York 11217

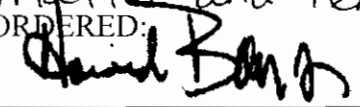
MICHAEL A. CARDOZO  
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City of New York  
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(212) 788-1895

By:   
Andrew Stoll (AS 8808)

By:   
Jessica T. Cohen (JC 0044)  
Assistant Corporation Counsel

The Clerk is instructed to close  
this matter and remove it from my docket.

SO ORDERED:

  
HAROLD BAER, Jr., U.S.D.J.